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June 8, 2004 **RECEIVED**

JUN 8 2004

Mr. Thomas M. Dorman
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602-0615

PUBLIC SERVICE
COMMISSION

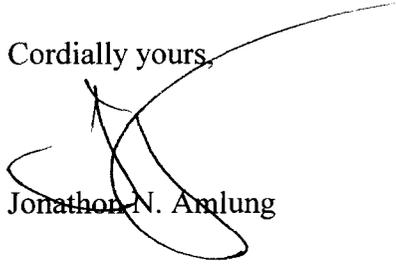
Case 2004-00235

RE: SouthEast Telephone, Inc., Notice of Intent to Opt-in to Interconnection Agreement Provision

Dear Mr. Dorman:

Please find enclosed an original and ten (10) copies of SouthEast Telephone, Inc.'s Notice of Intent to Adopt Certain Provisions of an Interconnection Agreement. It is desired that the adoption take place as soon as possible. Please contact me at (502) 587-6838 should you have any questions.

Cordially yours,


Jonathon N. Amlung

Enclosures

cc: BellSouth Telecommunications, Inc.

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUN 8 2004

In the Matter of:

PUBLIC SERVICE
COMMISSION

ADOPTION OF INTERCONNECTION)
AGREEMENT PROVISION BETWEEN)
BELLSOUTH TELECOMMUNICATIONS, INC.)
AND CINGERY COMMUNICATIONS)
COMPANY BY SOUTHEAST TELEPHONE,)
INC.)

CASE NO. 2004-00235

**NOTICE OF INTENT TO ADOPT CERTAIN PROVISIONS OF AN
INTERCONNECTION AGREEMENT**

Pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), 47 U.S.C §252(i), SouthEast Telephone, Inc., ("SouthEast"), through its undersigned counsel, hereby files its Notice of Intent to adopt a portion of the currently effective interconnection agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Cinergy Communications Company ("Cinergy"). SouthEast is a utility within the meaning of KRS 278.010(3)(e) and is a competitive local exchange carrier or CLEC. BellSouth is an incumbent local exchange carrier or ILEC. SouthEast represents and warrants that it is an authorized provider of local telecommunications services in the Commonwealth of Kentucky and that its adoption of the terms covers services in the Commonwealth of Kentucky only. The referenced agreement, which is to be adopted only in part, was arbitrated in docket number 2001-00432. The Commission approved the final agreement in an April 21, 2003, Order. The CLEC party to this unexpired agreement is Cinergy.

SouthEast has elected to opt-in to a specific provision in the above-referenced interconnection agreement. Specifically, SouthEast elects to opt-in to numerical paragraph 11 (subsection 11.1), which reads as follows:

11.

11.1

Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. For issues over which the Commission does not have authority, the Parties may avail themselves of any available legal remedies in the appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their respective obligations under this Agreement, while any dispute resolution is pending.

Notice of this intent to adopt is being sent to:

Hon. Dorothy Chambers
BellSouth Telecommunications, Inc.
601 W. Chestnut Street, Room 410
P.O. Box 32410
Louisville, KY 40232

SouthEast intends to be bound by the terms of numerical paragraphs 11 and subsection 11.1 of the unexpired agreement, anticipating that these sections will be reproduced in their entirety and incorporated into the existing interconnection agreement between SouthEast and Bellsouth. A copy of the specific provision is attached to the original of this Notice and to the service copies provided to BellSouth. SouthEast will file additional copies of the Cinergy agreement if required by the Commission. The agreement containing the provision to be adopted may be viewed on the PSC's public Internet site at the following URL:

http://162.114.3.165/PSCICA/2001/2001-432/2001-432_032003.pdf

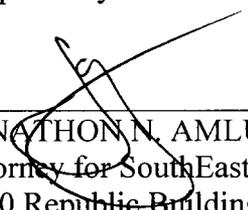
This Commission and the FCC have previously acknowledged the statutory right of carriers to opt-in, or “pick and choose” existing provisions of interconnection agreements by notice to the Commission. As the adoption arises from a statutory right, such a request may be reviewed expeditiously and promptly granted.

To the extent the Commission requires an executed Amendment, SouthEast has attached a proposed Amendment as Exhibit “A” to this Notice.

Wherefore, SouthEast respectfully requests that the Commission issue an order:

- 1) Acknowledging the adoption by SouthEast;
- 2) Approving the request and making the amendment to the interconnection agreement effective as of the date of the Order;
- 3) Requiring BellSouth to file with the Commission a true and complete copy of the approved Amendment.
- 4) To the extent required, ordering SouthEast and BellSouth to sign and file an adoption agreement as set forth in Exhibit A.

Respectfully submitted,



JONATHON N. AMLUNG
Attorney for SouthEast Telephone, Inc.
1000 Republic Building
429 W. Muhammad Ali Blvd.
Louisville, KY 40202
(502) 587-6838

CERTIFICATE OF SERVICE

8th I hereby certify that a true and correct copy of the foregoing was mailed, this the
day of June, 2004, to:

Hon. Dorothy Chambers
BellSouth Telecommunications, Inc.
601 W. Chestnut Street, Room 410
P.O. Box 32410
Louisville, KY 40232



JONATHON N. AMLUNG

EXHIBIT "A"

Proposed Amendment to Interconnection Agreement

**Amendment to the Agreement
Between
SouthEast Telephone, Inc.
and
BellSouth Telecommunications, Inc.**

Pursuant to this Amendment, (the "Amendment"), SouthEast Telephone, Inc. ("SouthEast"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 9, 2001 ("Agreement") to be effective the date of the last signature executing the Amendment.

WHEREAS, SouthEast and BellSouth entered into the Agreement on October 9, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The parties agree to substitute the following provision for numerical paragraph 12 of the parties' Interconnection Agreement referenced herein:

12. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. For issues over which the Commission does not have authority, the Parties may avail themselves of any available legal remedies in the appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their respective obligations under this Agreement, while any dispute resolution is pending.

2. All of the other provisions of the Agreement, dated October 9, 2001, shall remain in full force and effect.

3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

In witness whereof, the parties have executed this Agreement the day and year written below.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Name: _____

Title: _____

Date: _____

SOUTHEAST TELEPHONE, INC.

By: _____

Name: _____

Title: _____

Date: _____

exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10.8 Assignments

10.9 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Cinergy Communications Company, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. **Resolution of Disputes**

11.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. For issues over which the Commission does not have authority, the Parties may avail themselves of any available legal remedies in the appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their respective obligations under this Agreement, while any dispute resolution is pending.

12. **Taxes**

12.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.